

NYACK PUBLIC SCHOOLS

13A Dickinson Avenue · Nyack, NY · 10960

INSURANCE REQUIREMENTS FOR USE OF FACILITIES

All users must provide the following insurance prior to using the facilities. **FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT.**

- I. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the user hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the user's insurance policies, with the exception of workers' compensation.
- II. The policy naming the "Nyack Union Free School District" as an additional insured shall:
 - Be an insurance policy from an A.M. BEST rated "secured" New York State licensed insurer;
 - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - The district shall be listed as an additional insured by using endorsement CG2026 or broader. The certificate must state the endorsement being used, and a copy shall be included with the certificate of insurance.
- III. The user agrees to indemnify the district for any applicable deductibles.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate.
- VI. User acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The user is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the use of the facilities.
- VII. Facility User does hereby covenant and agree to defend, indemnify and hold harmless Nyack UFSD , its Board, Employees, and volunteers from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Nyack UFSD property, facilities and/or Nyack UFSD services, by Facility User and/or arising out of the activities, functions, events, affairs, or proceedings of Facility User.
- VIII. Facilities User acknowledges that NYSIR (New York Schools Insurance Reciprocal) acts as representative of Nyack UFSD in obtaining required insurance documents, and grants permission to NYSIR to contact both Facilities User and Facility User's insurance broker/producer.

Facility User/Company Name _____

Signatory Name (Print): _____

Title of Signatory: _____

Authorized Signature: _____

Date: _____

Contact Telephone: _____

E-mail: _____